



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-046299-25

In the matter of: Upper Unit, Room 1, 52 LAPPIN AVE
TORONTO ON M6H1Y4

Between: 1971604 Ontario Inc. Landlord

And

Brian Denton Anthony Crosby Tenant

1971604 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Denton Anthony Crosby (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard on May 20, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord's Legal Representative, M. Jacquesson, and the Tenant, and the Tenant's Legal Representative, Wlysha Roeper, were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

1. The Tenant agrees to vacate and terminate the tenancy on or before July 15, 2026 (the "**Termination Date**"), as set out in the attached N11 Form.
2. The last month's rent deposit will be applied to June 2026 rent.

3. The Tenant will pay \$436.45 towards July's rent, covering the period of July 1 to 15, 2026. The July's rent will be discounted on a per diem basis if the tenant is able to vacate early.
4. The Tenant agrees to return the keys to the Property Manager on or before July 15, 2026.
5. The Landlord agrees to pay \$20,000.00 to be held in trust by West Toronto Community Legal Services, on or before May 30, 2026. No partial payment will be made. The funds shall not be released until the Tenant has vacated the rental Unit and an inspection of the rental Unit has been completed, confirming full compliance with this agreement, to the satisfaction of the Landlord, acting reasonably.
6. The Landlord and/or its authorized representatives shall perform an initial inspection of the rental Unit on or before May 23, 2026. Before the funds are released, the Landlord and/or its authorized representatives shall perform a final inspection of the rental Unit. If the final inspection reveals any damage beyond reasonable wear and tear, compared to the state of the unit at the initial inspection, or if the unit is not left in the required condition, the funds shall not be released until the parties agree on the appropriate adjustment, or as may be determined by the Board or a court of competent jurisdiction
7. The rental Unit, the garage, and any areas used by the Tenant shall be returned in the same condition as observed at the Landlord's initial inspection conducted May 23, 2026, subject to reasonable wear and tear.
8. On vacating, the unit shall be left free of all garbage, debris, and personal belongings, and the Tenant shall leave the Tenant's room in a clean, broom-swept condition.
9. Any damage beyond reasonable wear and tear, or any failure to comply with paragraphs 7 and 8 above, shall constitute non-compliance of this order.
10. If the Tenant breaches any terms of this order, the \$20,000.00 will be returned to the Landlord. Alternatively, the parties may agree to a reasonable return of part of the trust funds to the landlord to compensate for the breach.
11. In the event of any alleged breach of this order, the Landlord shall provide written notice of the breach to the Tenant and his representative within a reasonable time. For greater certainty, the provision of such notice does not provide the Tenant with any right to cure or remedy the breach, and the Landlord reserves the right to take any steps available at law.
12. If the Tenant fails to vacate by 11:59 PM on July 15, 2026, the \$20,000.00 will be returned to the Landlord.
13. Provided that the terms of this order are complied with, the Parties fully and finally release one another from all claims related to the facts and issues raised, including, inter alia, all matters connected with this tenancy (ending on July 15, 2026).

On consent of the parties, it is ordered that:

1. The Tenant shall not smoke (cigarettes or cannabis) anywhere in the residential unit. If the Tenant smokes on the exterior of the residential complex, he shall clean up after himself.

2. The Tenant shall not interfere with the Landlord, the Property Manager, or any authorized person attending the property. The Landlord agrees to provide at least 24 hours' notice to access the upper level of the property, including the garage.
3. The Tenant shall not play loud music or create excessive noise within the rental Unit or in any of the common areas of the property.
4. The Tenant shall not engage in yelling, screaming, or making loud banging noises within the residential Unit or in the common areas of the property.
5. The Tenant shall not interfere with the other Tenants, including yelling at them or banging on their doors.
6. The Tenant shall conduct himself respectfully in any interactions with other Tenants.
7. The Tenant shall communicate with the Landlord and Property Manager in writing via email, in a reasonable and respectful manner.
8. If the Tenant uses any common areas, the Tenant shall leave them clean and free of garbage or debris after each use. The Landlord acknowledges that the Tenant is not responsible for the removal of any items in the garage that were left by previous tenants.

May 29, 2026
Date Issued

Michelle Forrester
Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.